## UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

TIFFANY KOCH,	)	
	)	
	)	
Plaintiff,	)	
	)	Civil No. 3:13-0225
v.	)	Judge Sharp
	)	
LIGHTNING TRANSPORTATION,	)	
LLC, EMPLOYEE SOLUTIONS,	)	
LLC d/b/a LIGHTNING	)	
TRANSPORTATION SERVICES,	)	
and DONALD DENNING, JC.,	)	
individually,	)	
	)	
Defendants.	)	

## <u>Order</u>

For the reasons set forth in the accompanying memorandum, Defendant's Motion for Summary Judgment as to Plaintiff's Complaint (Docket No. 19) is hereby GRANTED in part and DENIED in part as follows:

- (1) With respect to Plaintiff's intentional misrepresentation claim, the motion is GRANTED.
- (2) With respect to Plaintiff's negligent misrepresentation claim, the motion is GRANTED.
- (3) With respect to Plaintiff's pregnancy discrimination claim, the motion is DENIED.

(4) With respect to Plaintiff's breach of contract claim, the motion is DENIED as to the

agreement to pay Plaintiff for six weeks of maternity leave and GRANTED as to the

agreement for Plaintiff to return to work at the conclusion of her maternity leave.

(5) With respect to Plaintiff's promissory fraud claim, the motion is DENIED as to the

agreement to pay Plaintiff for six weeks of maternity leave and GRANTED as to the

agreement for Plaintiff to return to work at the conclusion of her maternity leave.

(6) With respect to Plaintiff's promissory estoppel claim, the motion is DENIED as to the

agreement to pay Plaintiff for six weeks of maternity leave and GRANTED as to the

agreement for Plaintiff to return to work at the conclusion of her maternity leave.

It is SO ORDERED.

Kevin H. Sharp

UNITED STATES DISTRICT JUDGE